

# EXHIBIT I

## TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is entered into on the Effective Date (defined below), by and among the California Governor's Office of Emergency Services and DOES 1-50, individuals to be named upon filing suit ("Cal OES"), and Pacific Gas and Electric Company ("PG&E"). The named entities are hereinafter shall be collectively referred to as the "Parties."

### RECITALS

A. PG&E is a California corporation with its principal place of business in San Francisco, California.

B. Cal OES alleges that PG&E, its agents, employees, officers, contractors, and subcontractors are responsible for causing the 2015 Butte Fire.

C. This Agreement relates specifically to any claims ("Claims") that may be asserted by Cal OES against PG&E, its agents, employees, officers, contractors, and subcontractors' in connection with the 2015 Butte Fire.

D. The Parties to this Agreement have agreed that in the interest of economy and efficiency, any litigation to assert the Claims should be deferred for a period of time in order to seek non-judicial resolution of the issues through negotiation instead of through litigation. The Parties therefore wish to toll any statute of limitations that has not expired but may expire from and after the Effective Date of this Agreement until termination of this Agreement.

### TERMS

Now, therefore, in consideration of the terms and conditions of this Agreement, the Parties hereby agree to the following:

#### A. Effective Date

The Effective Date of this Agreement shall be the date upon which the last signing Party executes the Agreement.

#### B. Applicable Tolling Period

The statute of limitations for filing litigation concerning the Claims shall be tolled for a period (the "Tolling Period") beginning on the Effective Date of this Agreement and ending on September 9, 2019 (the "Expiration Date"). The Parties agree that the Tolling Period shall not be asserted or used in computing the running of time under the statute of limitations for the Claims.

C. Applicability

This Agreement applies only between the Parties, and will not be construed to benefit any other person, entity, or claim.

D. Authority

Each signatory to this Agreement represents that he/she has the authority to execute this Agreement on behalf of his/her respective Party and bind that Party to the terms of this Agreement.

E. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all such counterparts when taken together shall constitute but one Agreement. This Agreement may be delivered by facsimile transmission or electronic transmission in portable document format of signed counterparts.

F. No Admissions

The Parties recognize and understand that the execution of this Agreement is not and shall not be deemed to constitute evidence of, or an admission of liability for, or otherwise to affect the merits of any claim, cause of action, or defense, except with respect to the statute of limitations applicable to the Claims, and agree that this Agreement shall not be submitted as evidence for any other purpose.

G. Termination

This Agreement shall terminate automatically as of the Expiration Date as provided in Section B, above, unless extended in writing, signed by all the Parties to be bound. This Agreement may be terminated at any time before the Expiration Date (or any new Expiration Date agreed to hereafter in writing) by any Party for any reason by providing thirty (30) days advance written notice of the intent to terminate to the other Party. Upon termination of this Agreement by such written notice ("Termination Notice"), the Tolling Period shall begin on the Effective Date and end at midnight on the termination date specified in the Termination Notice. Notice shall be delivered by mail and email as follows:

**California Governor's Office of Emergency Service:**

Jill Talley

Chief Counsel

California Governor's Office of Emergency Services

3650 Schriever Avenue

Mather, CA 95655

[Jill.Talley@caloes.ca.gov](mailto:Jill.Talley@caloes.ca.gov)

(916) 845-8543

**Pacific Gas and Electric Company:**

Stephen Schirle

Chief Counsel

P O Box 7442

San Francisco, CA 94120

slsw@pge.com

(415) 973-8478

H. Entire Agreement

The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting the tolling of statute of limitations for the Claims. This Agreement may not be altered or amended, and no provision hereof may be waived, except by written agreement executed by the Parties. The Parties hereby agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made prior to or at the execution of this Agreement.

I. Governing Law

This Agreement shall be governed by and construed under the laws of the State of California, and is entered into and to be performed entirely within California.

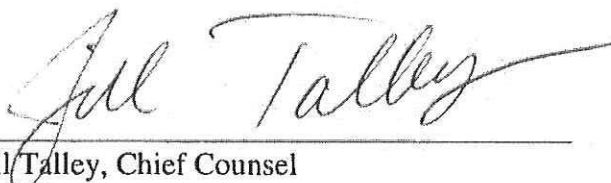
J. Acceptance of Electronic/Facsimile Signatures

The Parties agree that this Agreement will be considered signed when the signature of a Party is delivered by facsimile or e-mail transmission. Such facsimile or email signature will be treated in all respects as having the same effect as an original signature.

IN WITNESS THEREOF, the Parties hereto each have executed this Agreement as of the Effective Date.


Dated: June 2, 2017

CALIFORNIA GOVERNOR'S OFFICE OF  
EMERGENCY SERVICES,  
BY:

  
Jill Talley, Chief Counsel

Dated: June 21, 2017

PACIFIC GAS AND ELECTRIC COMPANY,  
BY:



Stephen Schirle, Chief Counsel